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suit were not complied with. *Held*, that no appeal lies. *Riddle v. McFadden*, 94 N. E. 644 (N. Y.).

The weight of authority in the United States now recognizes the right of privacy without the aid of statute, both by granting injunctions restraining violations of the right and entertaining actions for damages for such violations. *Pavesich v. New England Life Ins. Co.*, 122 Ga. 190; *Edison v. Edison Polyform Mfg. Co.*, 73 N. J. Eq. 136. See *Foster-Milburn Co. v. Chinn*, 134 Ky. 424, 432. *Contra*, *Roberson v. Rochester Folding Box Co.*, 171 N. Y. 538; *Henry v. Cherry*, 30 R. I. 13; *Corelli v. Wall*, 22 T. L. Rep. 532. See *Atkinson v. Doherty & Co.*, 121 Mich. 372. The subject was first brought into prominence in an article in 4 HARV. L. REV. 193. Whether the right of privacy is a personal or a property right is still a matter of conflict of opinion. Immediately after the New York decision above cited, a statute was passed to prevent the unauthorized use of the name or picture of any person for the purposes of trade. N. Y. LAWS OF 1903, c. 132. The latter of the principal cases holds the right of privacy thus created to be a personal right. The former regards the right of privacy as a property right.

SEARCHES AND SEIZURES — SEIZURE OF INCRIMINATING EVIDENCE AT TIME OF PRISONER'S ARREST. — At the time of the arrest of the defendants under a warrant, certain books and papers in their possession, containing incriminating evidence, were seized without a warrant. The defendants brought a petition for the return of all the papers before the trial. *Held*, that the petition be granted. *United States v. Mills*, 185 Fed. 318 (Circ. Ct. S. D. N. Y.). See NOTES, p. 661.

STATUTE OF FRAUDS — INTEREST IN LANDS — CONTRACT SIGNED BY VENDOR ONLY. — The plaintiff entered into a written contract for the purchase of land, and assigned his interest to the defendant in writing. The defendant signed no writing. *Held*, that the plaintiff may recover the consideration for the assignment. *Evans v. Stratton*, 134 S. W. 1154 (Ky.).

The common form of the Statute of Frauds, which is in force in Kentucky, requires the contract for the sale of real estate, or some note thereof, to be signed by the party to be charged. RUSSELL, STATS. OF KY., 1909, § 1775. Many authorities, however, hold that the contract is enforceable against the buyer if signed by the seller alone. Resort is had to curious reasoning to support this proposition. It is urged that the object of the statute was only to protect owners of real estate from being deprived of it without written evidence. *Gardels v. Klope*, 36 Neb. 493. But the danger is as great that a purchase at an exorbitant price may be imposed on the other party. See *Simms v. Killian*, 12 Ired. (N. C.) 253. Another line of reasoning is based on the antiquated notion that the buyer's promise is only to pay money and is quite independent of the seller's undertaking to sell land. *Lewis v. Grimes*, 7 J. J. Marsh. (Ky.) 336. Probably, too, the old dislike of the Statute of Frauds has influenced some courts. The practically uniform rule, however, excepting cases of partial performance in equity, is that the contract can be enforced only against the party who has signed. *Capehart v. Hale*, 6 W. Va. 547; *Love v. Atkinson*, 131 N. C. 544.

SURVIVORSHIP — PROOF IN CASE OF DEATH BY COMMON DISASTER. — The beneficiary in a life insurance policy perished with the insured in a common disaster. The policy provided that if the beneficiary died before the insured, the proceeds of the policy should go to the legal representatives of the insured. *Held*, that the estate of the insured is entitled to the amount of the policy. *Dunn v. New Amsterdam Casualty Co.*, 141 N. Y. App. Div. 478.

For a discussion of the principles involved, see 16 HARV. L. REV. 368.